

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Infor International Limited	Agilysis International Limited	10/19/2004	COMPANY: CAYMAN ISLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, Inc.
<b>Street Address:</b>	2450 Colorado Avenue Suite 300
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	2392885	LILLY SOFTWARE ASSOCIATES, INC.
Registration Number:	2547799	LSA
Registration Number:	1884400	MANUFACTURING WINDOW
Registration Number:	1859308	SCHEDULING WINDOW
Registration Number:	2444039	SCHEDULING WINDOW
Registration Number:	2606306	VISUAL
Registration Number:	1894849	VISUAL MANUFACTURING
Registration Number:	2440390	VISUAL MANUFACTURING
Registration Number:	2459248	VISUAL MANUFACTURING
Registration Number:	1904140	VISUAL QUALITY
Registration Number:	1905367	VISUAL FINANCIALS
Registration Number:	2065392	VISUAL MRP
Registration Number:	2169304	VISUAL DIRECTIONS
Registration Number:	2303372	VISUAL EXECUTIVELINK
Registration Number:	2324834	VISUAL DISTRIBUTION

OP \$990.00 2392885

Registration Number:	2412711	VISUAL JOBSHOP
Registration Number:	2462199	VISUAL APS
Registration Number:	2534550	VISUAL ORDER MANAGEMENT
Registration Number:	2571925	VISUAL FRONT OFFICE
Registration Number:	2601778	VISUAL SUPPLY CHAIN
Registration Number:	2550252	VISUAL DESIGNLINK
Registration Number:	2756931	VISUAL DBR
Registration Number:	2759335	VISUAL CRM
Registration Number:	2772835	VISUAL DCMS
Registration Number:	2776086	VISUAL EXCHANGE
Registration Number:	2746301	VISUAL INSTRUCTOR
Registration Number:	2457564	VISUAL QUICKQUOTE
Serial Number:	75889349	VISUAL REPETITIVE MANUFACTURING
Serial Number:	75824744	VISUAL HR
Serial Number:	76422233	VISUAL ENTERPRISE AEROSPACE & DEFENSE
Serial Number:	76319752	VISUAL ENTERPRISE
Serial Number:	75824743	VISUAL HUMAN RESOURCES
Serial Number:	78324714	VISUAL KANBAN
Serial Number:	78231498	VISUAL SUPPLY CHAIN PLANNING
Serial Number:	78376410	VISUAL EASY LEAN
Serial Number:	78408655	VISUAL TIME AND ATTENDANCE
Serial Number:	78324696	LEAN SCHEDULING
Serial Number:	78324719	LEAN WIP
Serial Number:	78324710	LEAN LEAD-TIME

**CORRESPONDENCE DATA**

Fax Number: (213)996-3339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213)683-6339  
Email: claudiaimmerzeel@paulhastings.com  
Correspondent Name: Paul Hastings Janofsky & Walker LLP  
Address Line 1: 515 S. Flower Street 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

**NAME OF SUBMITTER:** Claudia Immerzeel

Total Attachments: 12  
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**AMENDMENT NUMBER ONE TO AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

**THIS AMENDMENT NUMBER ONE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Amendment"), dated as of October 19, 2004, is entered into by and among, on the one hand, **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the arranger and administrative agent for the below defined Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), and **SILVER POINT FINANCE, LLC**, a New York limited liability company, as the term loan B agent (in such capacity, together with its successors and assigns in such capacity, "Term Loan B Agent") and, on the other hand, **INFOR INTERNATIONAL LIMITED**, a company incorporated under the laws of the Cayman Islands with company number 116883, formerly known as Agilisys International Limited ("Agilisys International"), **INFOR LIMITED**, a company incorporated under the laws of the Cayman Islands with company number 117939, formerly known as ASI Limited ("Cayman Borrower"), Agilisys International and Cayman Borrower, each acting for itself and in their capacities as general partners of **ASI HOLDINGS C.V.**, a limited partnership formed under the laws of The Netherlands ("Dutch Borrower"; Dutch Borrower, together with each of Agilisys International and Cayman Borrower, are referred to hereinafter each individually as a "Term Loan Borrower", and individually and collectively, jointly and severally, as the "Term Loan Borrowers"), **INFOR INTERMEDIATE HOLDCO LTD.**, a company incorporated under the laws of the Cayman Islands with company number 132771, formerly known as Agilisys Intermediate Holdco Ltd. ("Parent"), **AGILISYS B.V.**, a company organized under the laws of The Netherlands ("Dutch B.V."), **INFOR GLOBAL SOLUTIONS BREISACH GMBH**, a company organized under the laws of Germany, formerly known as Agilisys Automotive GmbH ("Agilisys Automotive"), **AGILISYS HOLDING GMBH**, a company organized under the laws of Germany ("German Agilisys"), **BRAIN INDUSTRIES GMBH**, a company organized under the laws of Germany ("Brain Industries"), **INCODEV SOFTWARE-ENTWICKLUNG GMBH**, a company formed under the laws of Germany ("IncoDev") and **INFOR GLOBAL SOLUTIONS UK (AUTO) LIMITED**, a company organized under the laws of England or Wales ("Infor UK"; together with Parent, Dutch B.V., Agilisys Automotive, German Agilisys, Brain Industries, IncoDev, and the Term Loan Borrowers, individually and collectively, jointly and severally, being referred to as the "Term Loan Debtors"), **INFOR GLOBAL SOLUTIONS, INC.**, a Delaware corporation, formerly known as Agilisys, Inc. ("Agilisys"), **APERUM, INC.**, a Georgia corporation ("Aperum"), **INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.**, a Michigan corporation, formerly known as BRAIN North America, Inc. ("Brain"), **INFOR GLOBAL SOLUTIONS (RHODE ISLAND), INC.**, a Delaware corporation, formerly known as daly.commerce, inc. ("Daly"), and **INFOR GLOBAL SOLUTIONS (COLORADO), INC.**, a Delaware corporation, formerly known as NxTrend Technology, Inc. ("NxTrend"; NxTrend, together with each of Agilisys, Aperum, Brain, and Daly, are referred to hereinafter each individually as a "Revolver Borrower", and individually and collectively, jointly and severally, as the "Revolver Borrowers"; and the Term Loan Debtors, together with the Revolver Borrowers, being referred to as the "Debtors"), with reference to the following:

## W I T N E S S E T H

**WHEREAS**, Debtors, Agent, Term Loan B Agent, and the lenders party thereto (such lenders, together with their respective successors and assigns, collectively, the “Lenders”) entered into that certain Amended and Restated Loan and Security Agreement, dated as of February 18, 2004, as amended by that certain Amendment Number One to Amended and Restated Loan and Security Agreement, dated as of March 17, 2004, as amended by that certain Amendment Number Two to Amended and Restated Loan and Security Agreement, dated as of May 28, 2004, as amended by that certain Amendment Number Three to Amended and Restated Loan and Security Agreement, dated as of June 8, 2004, as amended by that certain Amendment Number Four to Amended and Restated Loan and Security Agreement, dated as of August 9, 2004, as amended by that certain Amendment Number Five to Amended and Restated Loan and Security Agreement, dated as of August 31, 2004, as amended by that certain Amendment Number Six to Amended and Restated Loan and Security Agreement, dated as of even date herewith (as so amended, and as further amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which the Agent, the Term Loan B Agent, and the Lenders have agreed to make certain financial accommodations to the Term Loan Borrowers and the Revolver Borrowers;

**WHEREAS**, Term Loan Borrowers, Revolver Borrowers, and Agent are parties to that certain Amended and Restated Trademark Security Agreement dated as of February 18, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”); and

**WHEREAS**, Debtors and Agent have agreed to amend the Trademark Security Agreement as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement, as amended hereby.

2. **AMENDMENTS TO TRADEMARK SECURITY AGREEMENT.**

(a) Each reference to the term “U.S. Guarantors” in the definition of Term Loan Obligations in Section 1(a) of the Trademark Security Agreement is hereby deleted.

(b) The Trademark Security Agreement is hereby amended by adding the trademarks listed on Schedule A attached hereto to the list of trademarks set forth on Schedule A to the Trademark Security Agreement.

(c) Section 2(a) of the Trademark Security Agreement is hereby amended by: (i) inserting “each of” before “U.S. Guarantors” in the third line thereof; and (ii) deleting the words “Term Loan Debtors” in the fifth line thereof and inserting in lieu thereof the words “such party’s”.

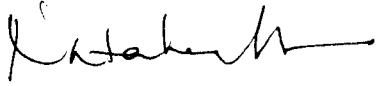
3. **ENTIRE AMENDMENT; EFFECT OF AMENDMENT.** This Amendment, and terms and provisions hereof, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous amendments relating to the subject matter hereof. Except for the amendment to the Trademark Security Agreement expressly set forth herein, the Trademark Security Agreement shall remain unchanged and in full force and effect. This Amendment is a Loan Document.

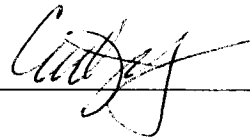
4. **COUNTERPARTS; ELECTRONIC EXECUTION.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

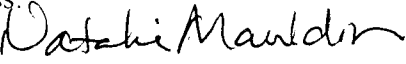
5. **MISCELLANEOUS.** Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Trademark Security Agreement shall mean and refer to the Trademark Security Agreement as amended by this Amendment.

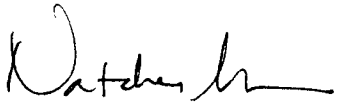
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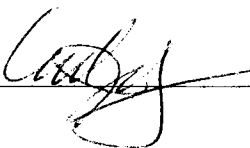
IN WITNESS WHEREOF, Debtors and Agent have caused this Amendment to be duly executed and delivered as of the date first written above.


EXECUTED as a DEED by: )  
**INFOR INTERNATIONAL LIMITED,** )  
**(formerly AGILISYS INTERNATIONAL** )  
**LIMITED),** )  
a company incorporated under the laws of )  
the Cayman Islands )  
in the presence of: )  
 )

  
\_\_\_\_\_

Witness:  
Name:   
Address:

EXECUTED as a DEED by: )  
**INFOR LIMITED, (formerly** )  
**ASI LIMITED),** )  
a company incorporated under the laws of )  
the Cayman Islands )  
in the presence of: )  
 )

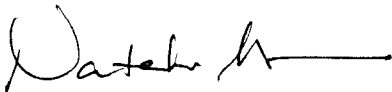
  
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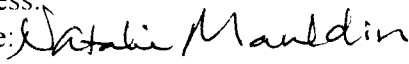
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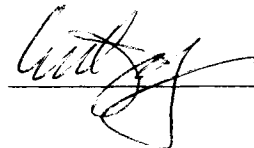
**ASI HOLDINGS C.V.,**  
a limited partnership formed under the laws of The Netherlands

EXECUTED as a DEED by: )  
**INFOR INTERNATIONAL LIMITED,** )  
**(formerly AGILISYS INTERNATIONAL** )  
**LIMITED),** )  
a company incorporated under the laws of )  
the Cayman Islands, )  
in its capacity as general partner of )  
ASI Holdings C.V. )

in the presence of: )

 )

Witness: )  
Name:  )  
Address: )

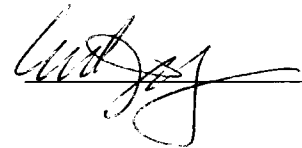
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EXECUTED as a DEED by: )  
**INFOR LIMITED, (formerly ASI LIMITED),** )  
a company incorporated under the laws of )  
the Cayman Islands, )  
in its capacity as general partner of )  
ASI Holdings C.V. )

in the presence of: )

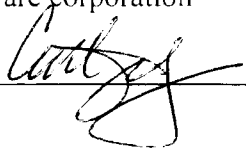
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Witness: )  
Name:  )  
Address: )

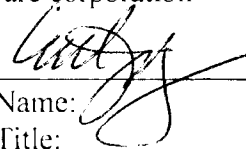
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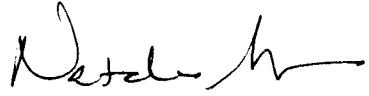



**INFOR GLOBAL SOLUTIONS, INC., f/k/a  
AGILISYS, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Title:

**INFOR GLOBAL SOLUTIONS (MICHIGAN), INC., f/k/a  
BRAIN NORTH AMERICA, INC.,**  
a Delaware corporation

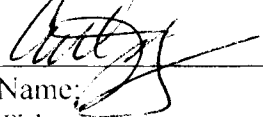
By:  \_\_\_\_\_  
Name:  
Title:

EXECUTED as a DEED by: )  
INFOR INTERMEDIATE )  
HOLDCO LTD., (formerly )  
AGILISYS INTERMEDIATE )  
HOLDCO LTD.), )  
a company incorporated under the laws of )  
the Cayman Islands )  
in the presence of: )  
 )


  
\_\_\_\_\_

Witness:  
Name:   
Address:


**AGILISYS B.V.,**  
a company organized under the laws of The Netherlands

By:   
Name: \_\_\_\_\_  
Title:

**INFOR GLOBAL SOLUTIONS BREISACH GMBH,**  
a company organized under the laws of Germany

By:   
Name:  
Title:


**BRAIN INDUSTRIES GMBH,**  
a company organized under the laws of Germany

By:   
Name:  
Title:

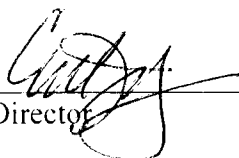
**AGILISYS HOLDING GMBH,**  
a company organized under the laws of Germany

By:   
Name:  
Title:

**INCODEV SOFTWARE-ENTWICKLUNG GMBH,**  
a company organized under the laws of Germany

By:   
Name:  
Title:

**INFOR GLOBAL SOLUTIONS UK (AUTO) LIMITED,**  
a company organized under the laws of England and Wales

  
Director

\_\_\_\_\_  
Director/Secretary

**INFOR GLOBAL SOLUTIONS BREISACH GMBH,**  
a company organized under the laws of Germany

By: \_\_\_\_\_  
Name:  
Title:

**BRAIN INDUSTRIES GMBH,**  
a company organized under the laws of Germany

By: \_\_\_\_\_  
Name:  
Title:

**AGILISYS HOLDING GMBH,**  
a company organized under the laws of Germany

By: \_\_\_\_\_  
Name:  
Title:

**INCODEV SOFTWARE-ENTWICKLUNG GMBH,**  
a company organized under the laws of Germany

By: B. Ehm  
Name: *Babette Ehm*  
Title: *By power of attorney*

**INFOR GLOBAL SOLUTIONS UK (AUTO) LIMITED,**  
a company organized under the laws of England and Wales

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

[SIGNATURE PAGES TO AMENDMENT NO. 1 TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**AGENT**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By: Nicholas Stuart  
Name: Nicholas Stuart  
Title: VP

[SIGNATURE PAGES TO AMENDMENT NO. 1 TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

to the

AMENDMENT NUMBER ONE TO AMENDED AND RESTATED TRADEMARK  
SECURITY AGREEMENT

**INFOR INTERNATIONAL LIMITED f/k/a AGILISYS INTERNATIONAL LIMITED**

*Trademarks*

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No(s).</b>
LILLY SOFTWARE ASSOCIATES, INC.	U.S.	2,392,885
LSA and Design	U.S.	2,547,799
MANUFACTURING WINDOW	U.S.	1,884,400
SCHEDULING WINDOW	U.S.	1,859,308 and 2,444,039
VISUAL	U.S.	2,606,306
VISUAL MANUFACTURING	U.S.	1,894,849, 2,440,390, and 2,459,248
VISUAL QUALITY	U.S.	1,904,140
VISUAL FINANCIALS	U.S.	1,905,367
VISUAL MRP	U.S.	2,065,392
VISUAL DIRECTIONS	U.S.	2,169,304
VISUAL EXECUTIVELINK	U.S.	2,303,372
VISUAL DISTRIBUTION	U.S.	2,324,834
VISUAL JOBSHOP	U.S.	2,412,711
VISUAL APS	U.S.	2,462,199
VISUAL ORDER MANAGEMENT	U.S.	2,534,550
VISUAL FRONT OFFICE	U.S.	2,571,925
VISUAL SUPPLY CHAIN	U.S.	2,601,778
VISUAL DESIGNLINK	U.S.	2,550,252
VISUAL DBR	U.S.	2,756,931
VISUAL CRM	U.S.	2,759,335
VISUAL DCMS	U.S.	2,772,835
VISUAL EXCHANGE	U.S.	2,776,086
VISUAL INSTRUCTOR	U.S.	2,746,301
VISUAL QUICKQUOTE	U.S.	2,457,564

*Trademark Applications<sup>1</sup>*

Mark	Jurisdiction	Serial No.
VISUAL REPETITIVE MANUFACTURING	U.S.	75/889,349
VISUAL HR	U.S.	75/824,744
VISUAL ENTERPRISE AEROSPACE & DEFENSE	U.S.	76/422,233
VISUAL ENTERPRISE	U.S.	76/319,752
VISUAL HUMAN RESOURCES	U.S.	75/824,743
VISUAL KANBAN	U.S.	78/324,714
VISUAL SUPPLY CHAIN PLANNING	U.S.	78/231,498
VISUAL EASY LEAN	U.S.	78/376,410
VISUAL TIME AND ATTENDANCE	U.S.	78/408,655
LEAN SCHEDULING	U.S.	78/324,696
LEAN WIP	U.S.	78/324,719
LEAN LEAD-TIME	U.S.	78/324,710

*Common Law Trademarks*

Mark	Jurisdiction
VISUAL BUSINESS INTELLIGENCE	U.S.

**INFOR GLOBAL SOLUTIONS, INC. f/k/a AGILISYS, INC.**

Trademarks

Mark	Jurisdiction	App. or Reg. No.
INFOR	US	78/328319

**INCODEV SOFTWARE-ENTWICKLUNG GmbH**

Trademarks

Mark	Jurisdiction	Reg or App No.
BLENDING	United States	2,426,673

<sup>1</sup> Pursuant to the terms of the Amended and Restated Loan and Security Agreement, Collateral shall not include any intent-to-use trademark or service mark applications at such times as the same include an amendment to allege use or statement of use.